



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

July 10, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

27 July 10, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

### **U.S. ARMY CORPS OF ENGINEERS 408 PERMITS FOR THIRD PARTY PROJECTS AFFECTING FEDERALLY CONSTRUCTED FLOOD CONTROL FACILITIES AND ASSOCIATED AGREEMENTS WITH THIRD PARTIES FOR OPERATION AND MAINTENANCE (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

This action is to delegate authority to the Chief Engineer of the Los Angeles County Flood Control District, to obtain permits, in the name of the Los Angeles County Flood Control District, from the U.S. Army Corps of Engineers, for the modification of Federal flood control projects by third party projects and to enter into agreements with the third party project proponents regarding the operation and maintenance of projects.

#### **IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to obtain and accept, on behalf of the Los Angeles County Flood Control District, permits issued by the U.S. Army Corps of Engineers for the modification of Federally constructed flood control facilities by third parties, where the Chief Engineer determines that the third parties' projects will not interfere with the operation, maintenance, or use of the facility by the Los Angeles County Flood Control District and is otherwise compatible with the facility.

2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee, acting on behalf of the Los Angeles County Flood Control District, to enter into agreements with third party project proponents that require the third parties to comply with terms and conditions of the permit issued by the U.S. Army Corps of Engineers.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Los Angeles County Flood Control District (LACFCD) is the local sponsor for various Federally constructed flood control improvements in the County of Los Angeles, for example, the Los Angeles River. The U.S. Army Corps of Engineers (Corps) is the Federal agency responsible for reviewing all proposed modifications to Federally constructed flood control improvements.

When a third party proposes a project to modify a Federally constructed project (for example, constructing a cover over a storm drain channel for use in connection with an adjacent property), both the LACFCD and the Corps review the project for compatibility with and impacts to the flood control improvement.

Recently, the Corps adopted a change in policy regarding the approval of projects affecting Federally constructed flood control improvements. Under the new policy, the Corps will approve a proposed modification by the issuance of a Federal permit under Section 408 of Title 33 of the U.S. Code (408 Permit). Further, the Corps is requesting that the 408 Permit be issued to the local sponsor of the affected facility, rather than to the third party that is proposing to implement the project.

The purpose of the recommended action is to delegate authority to the Chief Engineer or her designee to execute on behalf of the LACFCD, 408 Permits substantially similar to the enclosed sample 408 Permit if the Chief Engineer determines that the third parties' projects do not interfere with the operation, maintenance, and use of, and is otherwise compatible with, the affected improvement. By executing the 408 Permit, the Chief Engineer would be accepting all terms and conditions contained in the 408 Permit.

The purpose of the recommended action is also to delegate authority to the Chief Engineer or her designee to enter into agreements with third party project proponents, substantially similar to the enclosed sample Agreement. The purpose of the agreements with the third parties is to require the third parties to properly operate and maintain the project and to obligate the third parties to comply with other terms and conditions of the 408 Permit.

We anticipate needing to execute over a hundred 408 Permits and Agreements per year. It would increase efficiency if the Chief Engineer or her designee were to have delegated authority to execute these 408 Permits and third party agreements, under the criteria outlined above, without returning to your Board for each one.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operation Effectiveness (Goal 1) and Integrated Services Delivery (Goal 3) by facilitating compatible third party projects within the flood control right of way, thereby improving the quality of life for citizens of the County of Los Angeles.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund and the LACFCD Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

33 U.S.C. Section 408 provides, in pertinent part, as follows:

It shall not be lawful for any person or persons to take possession of or make use of for any purpose, or build upon, alter . . . or in any manner whatever impair the usefulness of any . . . work built by the United States . . . in whole or in part, for the preservation and improvement of any of its navigable waters or to prevent floods. . . .: Provided . . . That the Secretary [of the Army] may, on the recommendation of the Chief of Engineers, grant permission for the alteration or permanent occupation or use of any of the aforementioned public works when in the judgment of the Secretary such occupation or use will not be injurious to the public interest and will not impair the usefulness of such work.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed delegation of authority is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378 (b) of the CEQA Guidelines. This proposed action is an administrative activity of government that will not result in direct or indirect physical changes to the environment.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current County services or projects during the performance of the recommended services.

Approval of this action will benefit the LACFCD by streamlining the process to approve Agreements and Corps' 408 Permits associated with projects that benefit the residents of the County of Los Angeles and the surrounding cities within the County of Los Angeles.

### **CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Watershed Management Division.

The Honorable Board of Supervisors

7/10/2012

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

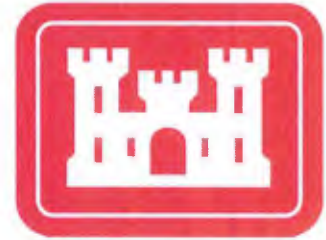
GF:GH:cp

Enclosures

c: Auditor-Controller  
Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office



**DEPARTMENT OF THE ARMY**  
**33 U.S.C. § 408 PERMIT**  
U. S. Army Corps of Engineers  
Los Angeles District



**LOCAL SPONSOR:** *[Name and address]*

**PERMIT NUMBER:** *[Insert Permit Number here]*

**ISSUING OFFICE:** U.S. Army Corps of Engineers, Los Angeles District, Engineering Division  
(Corps or Government)

**CORPS PERMIT COORDINATOR:** *[insert name and phone number and e-mail address]*  
(Permit Coordinator)

**AFFECTED FEDERAL PROJECT AND DESCRIPTION:** *[Insert Project Name, completion date and brief description of the specific facility proposed for alteration or modification]* (Federal Project).

**LOCATION:** *[Description of limits of the permitted modification/alteration with specific latitude and longitude]*

**APPROVED MODIFICATION OR ALTERATION OF THE FEDERAL PROJECT:**  
*[Insert Description]* (Permitted Activity).

Detailed drawings of the Permitted Activity are retained by the Corps and filed pursuant to the Permit number listed above.

**I. GENERAL CONDITIONS:**

A. The Corps acknowledges that the Permitted Activity will be carried out by \_\_\_\_\_ (Third Party) and that this Permit is being issued to Local Sponsor, as the non-Federal sponsor of the Federal Project and pursuant to any applicable Federal Project agreement and as codified in 33 U.S.C. 2213(j). Local Sponsor shall be responsible to operate and maintain the Permitted Activity if the Third Party fails to do so, or to take action to remove, or direct removal of the Permitted Activity in a manner acceptable to the Corps, or to take any other action reasonably necessary to prevent or mitigate any interference with the operation of the Federal Project that may result from the Third Party's failure. Removal shall be conducted only after consultation with the Corps and upon modification or amendment of this Permit. Local Sponsor shall ensure

compliance with and enforce all requirements referenced in General Condition "C" and Special Conditions, below, against Third Party by separate agreement or permit. This Permit shall not diminish the overall responsibility of Local Sponsor to operate and maintain the Federal Project as described in the Federal Project's Operation and Maintenance Manual.

B. In the event the Third Party fails to maintain the Permitted Activity in good condition and in conformance with the terms and conditions of this Permit or the agreement or separate permit referenced in General Condition "C" and Special Conditions, below, Local Sponsor shall be responsible for taking any and all actions reasonably necessary to prevent or mitigate any interference with the operation of the Federal Project that may result from the Third Party's failure, in accordance with the following:

1. Except when immediate action is necessary to prevent or minimize injury to persons or damage to property or the environment, Local Sponsor shall, prior to commencing any such actions, provide notice to the Corps of the proposed actions and obtain the Corps' approval.

2. When Local Sponsor takes immediate action to prevent injury to persons or damage to property or the environment, Local Sponsor shall notify the Corps of such actions as soon as reasonably practical and shall obtain the Corps' approval of any additional actions reasonably necessary to prevent or mitigate the interference with the operation of the Federal Project.

C. Prior to the commencement of any construction related to the Permitted Activity, Local Sponsor shall enter into an agreement with, or issue a separate permit to, the Third Party which shall impose the following requirements on the Third Party:

1. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, operation, maintenance, repair, rehabilitation, or replacement of the Permitted Activity, or for damages to the Federal Project. Third Party shall hold the United States harmless from any and all such claims except to the extent caused by the fault or negligence of the United States or its contractors.

2. Third Party shall acknowledge that the issuance of the Permit shall not excuse or exempt the Third Party's compliance with any Federal, state, or local law or regulation that is otherwise applicable, , including, but not limited to, those regarding construction, health, safety, water supply, sanitation, use of pesticides, and licenses or permits necessary for the Permitted Activity.

3. Third Party shall maintain the Permitted Activity in good condition and in conformance with the terms and conditions of this Permit. Third Party shall not be relieved of this requirement even if the Permitted Activity is abandoned. Should the Third Party wish to cease to maintain the Permitted Activity or desire to abandon it, Third Party shall request Local Sponsor to obtain from the Corps a modification of this permit, which may require additional construction activities to abandon the facility.



4. If previously unknown historic or archeological remains are discovered in carrying out the Permitted Activity, Third Party shall cease activity, protect the site, and immediately notify Local Sponsor and the Corps. The Corps will initiate Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

5. If the scope of the Permitted Activity changes from the approved plans and specifications upon which this Permit is based, Third Party shall request the Local Sponsor to resubmit the permit application with the permit number and revisions clearly identified. Work associated with the Permitted Activity that does not pertain to the revised portion of the project, may continue while the revisions are being reviewed unless the Corps indicates otherwise.

6. Third Party shall apprise Local Sponsor and the Corps' Permit Coordinator of the anticipated start and completion dates of construction of the Permitted Activity.

7. Third Party shall notify Local Sponsor and the Corps of the start date for construction and a copy of the construction schedule at least one (1) week prior to starting. Updated construction schedules shall be made available upon request. An invitation shall be sent to Local Sponsor and the Corps for any kick-off meetings and final walk-through, as applicable.

8. Third Party shall allow Local Sponsor and Corps representatives to inspect the Permitted Activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of this Permit.

9. Third Party shall oversee the conduct of the work and ensure the Permitted Activity is being constructed in accordance with the plans and specifications approved by the Corps.

10. Upon completion of construction of the Permitted Activity, Third Party shall submit electronic copies of the as-built plans of the Permitted Activity to Local Sponsor and the Corps, which are signed by the Third Party's engineer of record. Electronic copies of the as-built plans shall be submitted in PDF format.

**11. Work shall not begin in waters of the United States until Third Party first obtains a separate, additional Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).**

12. Should construction activities fail to commence within two (2) years after the effective date of this Permit, this Permit shall be immediately revoked.

D. The determination of this office that issuance of this Permit is not contrary to the public interest was made in reliance on the information submitted. This office may reevaluate its

decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

1. Third Party fails to comply with any of the requirements contained in the agreement or separate permit referenced in General Condition "C", below, and Local Sponsor fails to take appropriate action, within a reasonable period of time, to enforce those requirements and/or to prevent any interference with operation of the Federal Project caused by, or related to, Third Party's non-compliance.
2. The information provided by Local Sponsor in support of the permit application proves to be incomplete or inaccurate.
3. Significant new information surfaces which the Corps did not consider in reaching the original public interest decision.

**II. SPECIAL CONDITIONS:**      *[Include as applicable]*

The agreement, or separate permit, between Local Sponsor and Third Party, referenced in General Condition "C" above, shall also include the following additional requirements:

- A. Third Party shall provide the Corps Los Angeles District Reservoir Regulation Section with a completed Site Access Coordination Form if construction will take place within or downstream of any Corps Flood Control Basin. (See Attached.) The Third Party shall provide a Point of Contact (POC) so that the Reservoir Regulation Section can be in contact with the POC regarding project information and coordination of reservoir operations. The POC should contact the Corps' Reservoir Operation Center (ROC) by calling (213) 452-3623 at least two (2) business days prior to commencement of approved modification/alteration.
- B. Third Party shall abide by the terms and conditions of the permission to occupy or make use of lands encumbered by a Federal easement enclosed with this Permit.

Local Sponsor shall comply with all conditions, both General and Special, assigned to Local Sponsor as provided herein and shall enforce all requirements of the agreement or separate permit referenced in General Condition "C" and other Special Conditions against Third Party.

Nothing in this Permit shall be construed as abrogating or otherwise diminishing the responsibility of Local Sponsor to hold and save the Government free from all damages arising from construction, operation, maintenance, repair, rehabilitation, or replacement of the Federal Project and any alterations or modifications, including any alteration or modification approved herein, except to the extent caused by the fault or negligence of the United States or its contractors.

By signing this 33 U.S.C. Section 408 Permit, Local Sponsor accepts all terms and conditions contained within the General Conditions and Special Conditions of this Permit. This Permit becomes effective upon signature below by the U.S. Army Corps of Engineers official.



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Official  
Title  
Entity Name

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Date

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Richard J. Leiffield, P.E.  
Chief, Engineering Division  
Los Angeles District  
U.S. Army Corps of Engineers

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Date

FACILITY MODIFICATION AGREEMENT  
NO. \_\_\_\_\_  
[FACILITY NAME]  
FLOOD PERMIT NO. \_\_\_\_\_  
PARCEL NOS. \_\_\_\_\_  
408 PERMIT NO. \_\_\_\_\_

## AGREEMENT RE MODIFICATION OF FLOOD CONTROL FACILITY

This Agreement is entered into by and between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
a body corporate and politic,

herein referred to as "DISTRICT"

and

\_\_\_\_\_,

herein referred to as "PERMITTEE"

### RECITALS

DISTRICT operates a flood control facility, known as \_\_\_\_\_, ("FACILITY"), generally located in the City of \_\_\_\_\_/unincorporated area of \_\_\_\_\_, State of California; and

The FACILITY was constructed by the Federal Government and is subject to the provisions of 33 U.S.C. Section 408; and

PERMITTEE proposes to make certain modifications to the FACILITY that require prior approval from the Federal Government, pursuant to 33 U.S.C. Section 408; and

DISTRICT, as the non-Federal sponsor of the FACILITY, has obtained, on behalf of PERMITTEE, a permit under 33 U.S.C. Section 408 ("408 PERMIT") from the U.S. Army Corps of Engineers ("CORPS"), to implement PERMITTEE's proposed modifications to the FACILITY; and

The 408 PERMIT is attached hereto as Exhibit 1; and

The 408 PERMIT contains a condition under which the DISTRICT must enter into an agreement with the PERMITTEE that imposes certain requirements on the PERMITTEE, and this Agreement is intended to satisfy that 408 PERMIT condition; and

PERMITTEE has also applied for a permit from DISTRICT ("FLOOD PERMIT") to implement the PERMITTED ACTIVITY, and PERMITTEE and DISTRICT intend that the FLOOD PERMIT become operative concurrently with this Agreement; and

The FLOOD PERMIT is attached hereto as Exhibit 2;

NOW, THEREFORE, in consideration of these recitals, the DISTRICT and PERMITTEE mutually agree as follows:

#### SECTION 1. Permitted Activity

- 1.1. PERMITTEE's modifications to the FACILITY, as described in and authorized by the 408 PERMIT, shall hereinafter be referred to as the "PERMITTED ACTIVITY".
- 1.2. PERMITTEE shall operate and maintain the PERMITTED ACTIVITY in a safe, clean, and orderly condition at all times, and in a manner that will not interfere with the operation or maintenance of the FACILITY by DISTRICT. PERMITTEE shall obtain a separate permit from DISTRICT prior to performing any maintenance work (including, without limitation, any repair, replacement or reconstruction) that involves entering upon or taking access to the FACILITY.
- 1.3. In the event PERMITTEE breaches PERMITTEE's obligations described in Section 1.2, or any of them, the following shall apply:
  - 1.3.1. In the event PERMITTEE fails to cure such breach within the time specified by DISTRICT in a written notice to PERMITTEE describing said breach, or within such other time period as may be agreed to by DISTRICT, DISTRICT may, in its sole discretion, take any and all actions reasonably necessary to prevent or mitigate any interference with DISTRICT's operation or maintenance of the FACILITY that may result from PERMITTEE's breach.
  - 1.3.2. Notwithstanding subsection 1.3.1, above, when immediate action is necessary to prevent injury to persons or damage to property or the environment caused by PERMITTEE's breach, DISTRICT may, in its sole discretion, take such immediate action without prior notice to PERMITTEE; provided, however, that DISTRICT shall provide notice to PERMITTEE as soon thereafter as is reasonably practical.
  - 1.3.3. If DISTRICT takes action(s) under subsections 1.3.1 or 1.3.2, above, DISTRICT shall submit a billing invoice to PERMITTEE indicating the costs and expenses reasonably incurred by DISTRICT in connection with said action(s) and PERMITTEE shall

reimburse DISTRICT all such costs and expenses within thirty (30) days of the billing invoice.

- 1.4. PERMITTEE acknowledges that the acquisition of any permits or other approvals for the operation and maintenance of the PERMITTED ACTIVITY required by other affected public agencies, and the consent of any affected owners or easement holder(s) other than the DISTRICT, are the responsibility of the PERMITTEE.
- 1.5. If PERMITTEE proposes to change the scope of the PERMITTED ACTIVITY from the approved plans and specifications upon which the 408 PERMIT and the FLOOD PERMIT were issued, PERMITTEE shall submit revised plans and specifications with the respective permit numbers and proposed revisions clearly identified, to DISTRICT. DISTRICT shall review the proposed revisions for conformance with DISTRICT's criteria and shall also request approval of the proposed revisions from the CORPS. If the proposed revisions are approved by both DISTRICT and the CORPS, DISTRICT shall provide written notice of the approval to PERMITTEE. PERMITTEE shall not implement any of the proposed revisions until it has received written approval from DISTRICT; however, any work or activity associated with the PERMITTED ACTIVITY that does not pertain to the proposed revisions may continue while the proposed revisions are being reviewed by DISTRICT and the CORPS, unless otherwise directed by either DISTRICT or the CORPS.
- 1.6. PERMITTEE shall allow DISTRICT and the CORPS to inspect the PERMITTED ACTIVITY at any reasonable time.
- 1.7. In the event that any property of DISTRICT becomes damaged as a result of the operation or maintenance of the PERMITTED ACTIVITY, PERMITTEE shall promptly obtain a separate permit from DISTRICT to repair or replace the damaged property, and, at PERMITTEE's sole expense, repair and/or replace the damaged property to the reasonable satisfaction of DISTRICT. Should PERMITTEE fail to do so, DISTRICT may perform such work and submit a billing invoice to PERMITTEE indicating the costs and expenses reasonably incurred by DISTRICT in connection with said work. PERMITTEE shall pay all such costs and expenses within thirty (30) days of the date of the invoice.
- 1.8. Should PERMITTEE wish to cease its operation and maintenance of the PERMITTED ACTIVITY, it shall be permitted to do so only in accordance with the provisions described in Section 2, below.
- 1.9. The provisions of this Agreement are intended to be supplemental to the FLOOD PERMIT. The provisions of the FLOOD PERMIT shall be deemed to be incorporated into this Agreement, by reference, and



PERMITTEE shall comply with all the provisions of both this Agreement and the provisions contained in the FLOOD PERMIT.

## SECTION 2. Termination of Permitted Activity

- 2.1. DISTRICT shall have the right to terminate the PERMITTED ACTIVITY in the event PERMITTEE breaches any term or condition of this Agreement and fails to cure such breach within the time specified by DISTRICT in a written notice to PERMITTEE describing said breach, or within such other time period as may be agreed to by DISTRICT.
- 2.2. PERMITTEE may terminate the PERMITTED ACTIVITY, for any reason, by giving DISTRICT at least thirty (30) days advance, written notice thereof.
- 2.3. If the PERMITTED ACTIVITY is terminated, DISTRICT may, in its sole discretion, provide to PERMITTEE a written notice to remove the PERMITTED ACTIVITY, and PERMITTEE shall remove the PERMITTED ACTIVITY and restore the FACILITY to the reasonable satisfaction of the DISTRICT, at no cost to DISTRICT, in accordance with the following:
  - 2.3.1. Prior to commencing the removal of the PERMITTED ACTIVITY, PERMITTEE shall apply for a separate permit therefor from DISTRICT. As part of DISTRICT's review of the permit application, DISTRICT shall request the CORPS to modify the 408 PERMIT to authorize the removal of the PERMITTED ACTIVITY.
  - 2.3.2. If the CORPS modifies the 408 PERMIT to authorize the removal of the PERMITTED ACTIVITY, and PERMITTEE's application is otherwise acceptable to DISTRICT, DISTRICT shall issue to PERMITTEE a permit to remove the PERMITTED ACTIVITY and restore the FACILITY. The removal/restoration permit shall include any conditions imposed by the CORPS as well as those conditions imposed by DISTRICT.
  - 2.3.3. PERMITTEE shall complete the removal of the PERMITTED ACTIVITY and all restoration of the FACILITY within the time specified in the removal/restoration permit issued by DISTRICT, or within such other time period as may be agreed to by DISTRICT.
- 2.4. If PERMITTEE fails to remove the PERMITTED ACTIVITY and restore the FACILITY in accordance with subsection 2.3, DISTRICT may, in its sole discretion, remove the PERMITTED ACTIVITY and restore the FACILITY.
- 2.5. If DISTRICT removes the PERMITTED ACTIVITY and restores the FACILITY pursuant to subsection 2.4, DISTRICT shall submit a billing invoice to PERMITTEE indicating the costs and expenses reasonably incurred by DISTRICT in connection with said removal and restoration,



and PERMITTEE shall reimburse DISTRICT all such costs and expenses within thirty (30) days of the billing invoice.

### SECTION 3. Miscellaneous Terms and Conditions

#### 3.1. Indemnification

3.1.1. PERMITTEE shall indemnify, defend, and hold DISTRICT, the County of Los Angeles (when acting on behalf of DISTRICT), and the United States, and their respective officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs, and expenses, arising from or caused by the operation, maintenance, repair, rehabilitation, replacement, use or removal of the PERMITTED ACTIVITY, or any portion thereof; provided, however, that PERMITTEE's obligations to indemnify DISTRICT or the County of Los Angeles or the United States, respectively, shall not apply to any claim, demand, liability, damage, cost or expense to the extent that such claim, demand, liability, damage, cost or expense is caused by the fault or negligence of DISTRICT, or the County of Los Angeles, or the United States, respectively, or any of their respective officers, employees or agents.

3.1.2. PERMITTEE shall include DISTRICT, the County of Los Angeles and the United States within the protection of any indemnification clause contained in any ancillary contract relating to the PERMITTED ACTIVITY.

3.2. PERMITTEE acknowledges and agrees that the issuance of the FLOOD PERMIT and the 408 PERMIT does not excuse or exempt PERMITTEE's compliance with any federal, state or local law or regulation that is otherwise applicable to the operation or maintenance of the PERMITTED ACTIVITY.

3.3. PERMITTEE and DISTRICT shall have no financial obligation to each other under this Agreement, except as herein expressly provided.

3.4. Except as to fuels, lubricants and products associated with motorized vehicles, equipment, gardening or maintenance-related substances, or all of the above, PERMITTEE shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about the FACILITY without the prior written consent of DISTRICT which consent shall not be unreasonably denied. In the event of spillage, leakage or escape or any hazardous substance onto the FACILITY, PERMITTEE shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage or escape was caused by PERMITTEE, PERMITTEE shall promptly remove any such substance from the PREMISES to

DISTRICT's satisfaction. In addition to removing any of PERMITTEE's hazardous substances, PERMITTEE shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local or other authoritative agency's laws and regulations. Notwithstanding the foregoing, PERMITTEE shall have no responsibility regarding any spill, leak or escape to the extent caused by any of DISTRICT's tenants, licensees or easement holders.

- 3.5. Any notice to be given or document to be delivered by DISTRICT or PERMITTEE to the other party may be delivered in person to either party or by private courier or may be deposited in the United States mail, with postage prepaid and addressed to the party for whom intended as follows:

To DISTRICT:

Los Angeles County Flood Control District  
Attention Land Development Division - Permits  
P.O. Box 1460  
900 South Fremont Avenue, Alhambra, CA 91802-1460  
tel.: (626) 458-3129  
for Emergencies, contact (626) 458-HELP (4357)

To PERMITTEE:

[Permittee's name]\_\_\_\_\_

\_\_\_\_\_  
Attention: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- 3.6. Permittee represents and warrants that it has the authority to enter into this Agreement on behalf of itself and its successors and assigns, and this Agreement shall be binding upon Permittee's successors and assignees, as well as Permittee.

#### SECTION 4. Special Conditions

4.1.

4.2.

The parties hereto have caused this Agreement to be executed by and through their respective and duly authorized representatives on the day and year indicated below.

PERMITTEE: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

By: \_\_\_\_\_

Date: \_\_\_\_\_